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STATE MS.-DESO TO CO. *pc*  
OCT 9 11 PM '03

Prepared by:  
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Southhaven, MS 38671  
662-393-4450

Camp Creek Center  
Olive Branch, Mississippi

*455 PG 330*  
OCT 9 11 PM '03

**RECIPROCAL EASEMENT AGREEMENT**

THIS EASEMENT GRANT, dated October 8<sup>th</sup>, 2003, is between Camp Creek Center, a Mississippi limited liability company ("CCC") and BLOCKBUSTER of Tennessee, Ltd., a Tennessee limited partnership ("Blockbuster"). The following statements are a material part of this Easement Agreement:

- A. Blockbuster is the owner of a tract of land described as Lot 4 on Exhibit A attached hereto.
- B. CCC is the owner of a tract of land described as Lots 1 and 7 on Exhibit A attached hereto.
- C. Blockbuster wishes to grant, and CCC wishes to receive, easements over, under and across Lot 4.
- D. CCC wishes to grant, and Blockbuster wishes to receive, easements over, under and across Lots 1 and 7.

THEREFORE, in consideration of the covenants contained in this Easement Grant and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR INGRESS AND EGRESS

CCC grants and conveys to Blockbuster a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from Lot 2 and 7, appurtenant to Lot 2 and 7, over, upon and across the driveways, access ways, exits and entrances, as such area may from time to time be developed, altered or modified.

Blockbuster grants and conveys to CCC a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from Lot 4, appurtenant to Lot 4, over, upon and across the driveways, access ways, exits and entrances, as such area may from time to time be developed, altered or modified.

2. PYLON SIGN MAINTENANCE

Blockbuster reserves to CCC, a perpetual, non-exclusive easement, appurtenant to Lot 4, for the use and benefit of CCC's tenants, successors and assigns, for the purpose of maintaining the pylon sign (herein "Pylon Sign") located on Lot 4 at the corner of Craft-Goodman Frontage

Road and Camp Creek Blvd. It is expressly CCC's responsibility for the maintenance, insurance and care of the Pylon Sign.

CCC may at any time hereafter make improvements, modifications or alterations to the Pylon Sign provided such improvements, modifications or alterations do not materially interfere with Blockbuster's peaceful enjoyment of Lot 4.

### 3. MAINTENANCE

CCC and Blockbuster covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair the easement areas situated on their respective properties. The obligation of CCC and Blockbuster to maintain, repair and keep in repair the parking, driveways and other common areas shall, without limiting the generality thereof, include the following:

- A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and
- B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and
- C. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required.

CCC and Blockbuster further covenant and agree to pay the expense of maintaining and repairing the easement areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes or assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

### 4. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Grant, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Lot 4 or Lot 2 or 7, or any portion or any part thereof, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have

become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

#### 5. COVENANTS RUNNING WITH LAND


The rights contained within this Easement Grant shall run with the land and inure to and be for the benefit of CCC and Blockbuster, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

#### 6. NOTICE

CCC's address is c/o Southern Stores, Inc., P. O. Box 381288, Germantown, TN 38183-1288 and Blockbuster's address is c/o Southern Stores, Inc., P.O. Box 381288, Germantown, TN 38183-1288. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

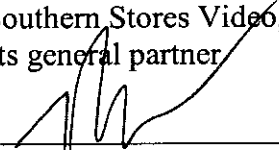
To indicate their consent to this Agreement, CCC and Blockbuster, or their authorized officers or representative, have signed this document.

GRANTOR: Camp Creek Center, LLC, a  
Mississippi limited liability company

By:   
Fred Montesi III, its Chief Manager

GRANTOR: BLOCKBUSTER of Tennessee, Ltd.,  
a Tennessee limited partnership

By: Southern Stores Video, Inc.  
Its general partner

By:   
Robert L. Wenner, Secretary-Treasurer

**CONSENT BY LENDER**

By executing below, Financial Federal Savings Bank, a federal savings bank does, hereby consents to the terms and conditions reflected in this Reciprocal Easement Agreement.

LENDER:

Financial Federal Savings Bank

By: *Kent Wunderlich*

Kent Wunderlich

Title: Executive Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

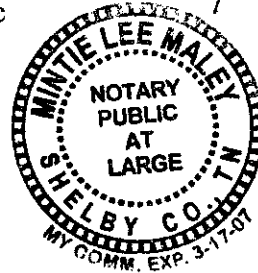
Before me, a Notary Public in and for said State and County, personally appeared Fred Montesi III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager of Camp Creek Center, LLC, a Mississippi limited liability company, the within named bargainor, and that he as such Chief Manager, on behalf of said limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and official seal at office, this 8<sup>th</sup> day of October, 2003.

*Mintie Lee Mailey*  
Notary Public

My Commission Expires:

*March 17, 2007*

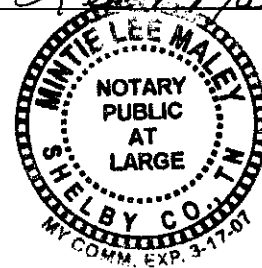


STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, personally appeared Robert L. Wenner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Secretary-Treasurer of Southern Stores Video, Inc., the general partner of Blockbuster of Tennessee, Ltd., a Tennessee limited partnership, the within named bargainor, and that he as such individual, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and official seal at office, this 8<sup>th</sup> day of October, 2003.

Mintie Lee Maley  
Notary Public



My Commission Expires:

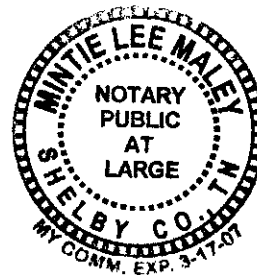
March 17, 2007

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, personally appeared Kent Wunderlich, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Executive Vice President of Financial Federal Saving Bank, a federal savings bank, the within named bargainor, and that he as such individual, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and official seal at office, this 8<sup>th</sup> day of October, 2003.

Mintie Lee Maley  
Notary Public



My Commission Expires:

March 17, 2007

## Exhibit A

Lot 4

LOT 4, CRAFT-GOODMAN COMMERCIAL SUBDIVISION, THIRD REVISION OF PHASE 1, IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT APPEARING IN PLAT BOOK 82, PAGE 24, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Lot 1 and 7

LOT 1 and 7, CRAFT-GOODMAN COMMERCIAL SUBDIVISION, THIRD REVISION OF PHASE 1, IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT APPEARING IN PLAT BOOK 82, PAGE 24, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.